



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 3, 2022

  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**IN RE:**

**SPORTS ONE SUPERSTORES CORP.**

**And**

**TEXAS HOLDINGS FIRM CORP.**

**Debtors**

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**CASE NO. 22-30085-sgj**

**CHAPTER 11**

**Jointly Administered**

**ORDER FOLLOWING HEARINGS ON MAY 2, 2022**

On May 2, 2022, the Court conducted hearings on Debtors' *Motion for Entry of an Order Imposing Civil Contempt Sanctions Pursuant to Sections 105 and 362 of the Bankruptcy Code* [Docket No. 37] and Danbury Partners' *Motion to Enforce Settlement Agreement* [Docket No. 53]. The Court denied both of the motions described above and issues the following:

A. It has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

**ORDER FOLLOWING HEARINGS ON MAY 2, 2022**

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**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. Texas Holdings and Sports One shall have until **Thursday, June 30, 2022, at 11:59 p.m.** (the "Moveout Date") to vacate the leased premises at 934 E. Copeland Road, Suite 100, Arlington, Texas (the "Leased Premises").

2. Danbury Partners, Ltd. ("Danbury") shall not interfere with the Debtors' ability to remove all televisions, furniture, equipment, merchandise and signage from the Leased Premises prior to **Friday, July 1, 2022.** To the extent any fixtures need to be removed in addition to the signage prior to the Moveout Date, the Debtors shall notify the Landlord in writing.

3. On July 2, 2022, the lease between the Landlord and Texas Holdings shall be rejected. Accordingly, the automatic stay pursuant to 11 U.S.C. § 362 shall be modified on July 2, 2022 to permit the Landlord to take all action pursuant to Texas law to obtain possession of the Leased Premises.

4. The Debtors will pay rent to Danbury at the contract rate of \$6,165.00 per month for May and June 2022. The May rent must be paid by certified funds or equivalent to be delivered to Danbury by Wednesday, May 4, 2022 at 5:00 p.m. Central Time. The June rent must be paid by certified funds or equivalent to be delivered to Danbury by Wednesday, June 1, 2022 at 5:00 p.m. Central Time.

5. The Debtors will provide Danbury with proof of continued insurance on the Leased Premises by Wednesday, May 4, 2022 at 5:00 p.m. Central Time.

6. If the Debtors fail to comply with the orders concerning payment of rent and continuation of insurance Danbury may file an emergency motion seeking appropriate relief.

7. The City of Arlington is ORDERED not to interfere with the Debtors' removing property from the area of the Leased Premises not under or on the mezzanine structure. The City

of Arlington will not have any liability for any injuries relating to Debtors' removal of property in accordance with this order. All parties are directed to cooperate with the City of Arlington regarding removal of property from the Leased Premises.

8. This Order shall become effective immediately upon its entry.

9. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

### END OF ORDER ###

**PREPARED BY:**

/s/ Robert M Nicoud

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